

STATE OF INDIANA)
)
COUNTY OF LAKE)

SS:

IN THE LAKE CIRCUIT COURT
CAUSE NO. 45C01-0610-PL-00443

STATE OF INDIANA,)
)
Plaintiff,)

v.)

GEOFFREY BOTMAN and)
MARY BOTMAN,)
)
Defendants.)

Filed in Open Court

DEC 13 2006

Thomas R. Philpot
CLERK LAKE CIRCUIT COURT

DEFAULT JUDGMENT AGAINST
THE DEFENDANT, GEOFFREY BOTMAN, ONLY

The Plaintiff, State of Indiana, having filed its Motion for Default Judgment
Against the Defendant, Geoffrey Botman, only, and the Court having read the same and
being duly advised in the premises, now finds:

1. The Court has subject matter jurisdiction and personal jurisdiction over the
Defendant, Geoffrey Botman.
2. The Defendant, Geoffrey Botman, was served with notice of these
proceedings and a copy of the Plaintiff's Complaint for Injunction, Restitution, Costs,
and Civil Penalties.
3. The Defendant, Geoffrey Botman, has failed to appear, plead, or otherwise
respond to the complaint.
4. The Defendant, Geoffrey Botman, is not known to be an infant,
incompetent, or in military service.

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THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that the Motion for Default Judgment Against Geoffrey Botman, only, is **GRANTED** in favor of the Plaintiff, State of Indiana, and against the Defendant, Geoffrey Botman, only.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that pursuant to Indiana Code § 24-5-0.5-4(c)(1), the Defendant, Geoffrey Botman, his agents, representatives, employees, successors and assigns are permanently enjoined from engaging in the following:

- a. representing, expressly or by implication, the subject of a consumer transaction has sponsorship, approval, characteristics, accessories, uses, or benefits it does not have, which the Defendant knows or reasonably should know it does not have;
- b. representing, expressly or by implication, the subject of a consumer transaction is of a particular standard, quality, grade, style, or model, if it is not and if the Defendant knows or reasonably should know it is not;
- c. representing, expressly or by implication, the subject of a consumer transaction is new or unused, if it is not and if the Defendant knows or reasonably should know it is not;
- d. representing, expressly or by implication, the consumer transaction involves or does not involve a warranty, a disclaimer of warranties, or other rights, remedies, or obligations, if the representation is false and if the Defendant knows or reasonably should know the representation is false;

- e. representing, expressly or by implication, the Defendant is able to deliver or complete the subject of a consumer transaction within a reasonable period of time, when the Defendant knows or reasonably should know he cannot; and
- f. representing, expressly or by implication, the consumer will be able to purchase the subject of a consumer transaction as advertised by the Defendant, when the Defendant does not intend to sell it.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that judgment is entered for the Plaintiff, State of Indiana, and against the Defendant, Geoffrey Botman, only, as follows:


- a. The contracts previously entered into by the Defendant with consumers Aaron C. Hardin and Lewis Shaw are cancelled pursuant to Ind. Code § 24-5-0.5-4(d);
- b. The Defendant shall pay consumer restitution, pursuant to Ind. Code § 24-5-0.5-4(c)(2), in the total amount of Eight Hundred and Nine Dollars and Sixteen Cents (\$809.16), payable to the Office of the Attorney General, for allocation and distribution to the following consumers in the following amounts:

1.	Aaron C. Hardin of Boston, Kentucky	\$421.66; and
2.	Lewis Shaw of Elk, Washington	<u>\$387.50.</u>
TOTAL:		\$809.16

- c. The Defendant shall pay the Office of the Attorney General its costs in investigating and prosecuting this action, pursuant to Ind. Code § 24-5-0.5-4(c)(3), in the amount of Five Hundred and Twenty-Five Dollars (\$525.00).
- d. The Defendant shall pay civil penalties pursuant to Ind. Code § 24-5-0.5-4(g) for the Defendant's knowing violations of the Deceptive Consumer Sales Act, in the amount of Ten Thousand Dollars (\$10,000.00), payable to the State of Indiana.
- e. The Defendant shall pay civil penalties pursuant to Ind. Code § 24-5-0.5-8 for the Defendant's intentional violations of the Deceptive Consumer Sales Act, in the amount of One Thousand Dollars (\$1,000.00), payable to the State of Indiana.

A total monetary judgment in the amount of Twelve Thousand Three Hundred Thirty-Four Dollars and Sixteen Cents (\$12,334.16) shall therefore be entered in favor of the Plaintiff, State of Indiana, and against the Defendant, Geoffrey Botman, only.

ALL ORDERED, ADJUDGED AND DECREED on this 13 day of December, 2006.

 M J Rosenblatt
Judge, Lake Circuit Court

DISTRIBUTION:

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